

JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY
COURT NO. 13

AMERICAN LLC
Plaintiff Below,

VS

MS.DENIECE LANE
Defendant Below,

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C.A. No. JP13-18-002019

TRIAL DE NOVO MOTION

Submitted: August 23, 2018

Decided: August 23, 2018

APPEARANCES:

American LLC, Plaintiff, appeared by and through John R. Weaver, Esq
Deniece Lane, Defendant, appeared by and through Jillian M. Pratt, Esq

Sean P. McCormick, Deputy Chief Magistrate
Thomas P. Brown, Justice of the Peace
James R. Hanby, Sr., Justice of the Peace

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY
COURT NO. 13**

CIVIL ACTION NO: JP13-18-002019

AMERICAN LLC VS DENIECE LANE

ORDER ON MOTION

The panel convened to consider the Defendant's motion to quash the Writ of Possession sought by Plaintiff in this matter. The panel had previously ruled the matter to be a good faith dispute and held that, providing a certain amount of rental debt plus court costs were paid to Plaintiff within 10 days, possession would remain in Defendant. The rental debt was in fact paid timely, but the costs (\$43) were not. As a result, Plaintiff sought the Writ of Possession that brought the matter to the panel's consideration anew.

Defendant's counsel advised the panel that the error was hers. She told her client an incorrect amount to pay (that is the rental debt only) based upon her trial notes. Upon consideration, the panel held that the Defendant had substantially complied with the panel's previous order. The amount that was unpaid was de minimus; moreover, the non-payment was not an intentional act on her part. In no way did the panel consider the Defendant's non-payment to be an act made in bad faith. Accordingly, the panel granted the Defendant's motion to quash the Writ and ordered the \$43 to be paid. Defendant counsel then immediately tendered \$50 to Plaintiff's counsel.

Plaintiff's counsel then made a twofold application. Firstly, he asked that an additional \$65.25 (the cost of the writ & fees related to the consideration of this motion hearing) in court fees to be reimbursed. Secondly, he asked the panel to sanction Defendant's counsel for the cost of his time (held out as \$250) that he would be billing his client for. The panel agrees that the additional court costs expended by Plaintiff should be paid. However, the panel held that Defendant's counsel's error was just that- a minor mistake that was (or could have been) easily rectified had it been brought to her attention. At no point were her representations made to the panel, her client, or to opposing counsel frivolously or to a degree of bad faith that the Rule requires for monetary sanctions to be considered. The balance of the fees owed (\$58.25) are to be paid within 10 days. If unpaid, Plaintiff may renew his request for a Writ of Possession.

IT IS SO ORDERED 23rd day of August, 2018


SEAN P. MCCORMICK
Deputy Chief Magistrate


THOMAS P. BROWN
Justice of the Peace


JAMES R. HANBY, SR.
Justice of the Peace



Information on post-judgment procedures for default judgment on Trial De Novo is found in the attached sheet entitled Justice of the Peace Courts Civil Post-Judgment Procedures Three Judge Panel (J.P. Civ. Form No. 14A3J).